

Jane Robinson, Mary Robinson, Charles Robinson, Appellants.

Jonathan Fugill, Respondent.

The Respondent's C A S E.

That *Justinian Angell* was seized in Fee of, one or more, Light-houses, at, or near, the *Spurne-Point*, at the Mouth of the River *Humber*, and of the several Duties Payable for the same, by Letters Patents granted by *K. Charles 2d.*

7 August, 1678.

Justinian Angel, Granted to *William Fugill* the Respondent's Father, and his Heirs, a Rent-Charge of 50 *l. per Annum*, to be paid out of the said Duties which descended to the Respondent, on the Death of his said Father.

That the Lights and Duties arising from the same, descended to *John Angell* on the Death of *Justinian* his Father; and the Respondent applying to him to be paid his Annuity, he pretended there were several prior Incumbrances; by reason whereof, he could not then pay the Respondent, but that he would procure him Money, if he would Mortgage the Rent-charge:

3 Jan. 1697.

4 Feb. 1697.

22 May, 1701.

That the Plaintiff made an Assignment of the said Rent-charge, to *Jane Robinson*, for Securing one 100 *l.* and Interest. Another Assignment to *Mary Robinson* for 50 *l.* and Interest: And a third Assignment to *Charles Robinson*, for Securing 84 *l.* 4 *s.* 6 *d.* with Interest; which Money, so Lent, was (as the Respondent hath great Reason to believe) the Money of the said *Angell*, and the Names of the Appellants were made use of in Trust for him.

That *Angell* refusing to pay the Respondent his Annuity, or to apply the same to Discharge the said Mortgages, the Respondent brought his Bill in the *Exchequer* against the Appellants, and *John Angell*, and his Mother, to have an Account of the Profits of the Lights: And that the Arrears of the said Rent-Charge might be apply'd to pay off the Mortgages, and the *Surplus* paid to the Respondent.

25 Jan. 1706.

The Cause came to Hearing, and there being a Parchment Writing (produced by the Respondent) dated *August* the 7th, 1678. Purporting a Grant from *Justinian Angell* to the Respondent's Father, and his Heirs, of a Rent-charge of 50 *l. per Annum* out of the Lights in Question. And another Writing of the same Date, (and Import) and with the same Witnesses written on Paper, being produced by *Charles Robinson* one of the Appellants, a Tryal at Law was directed, to try whether a Grant of a Rent-charge of 50 *l. per Annum* was executed by *Justinian Angell*, to the Respondent's Father, and his Heirs: And, whether either, or both, (and which of the said Deeds) were executed by *Justinian Angell* or not, and both Deeds were to be produced at the said Tryal.

16 May, 1707.

But the Respondent having by Misfortune lost the Deed produced by him: Upon Oath made thereof, and a great Examination by the Court, on a Re-hearing of the Cause, the Court altered the Issues so far, as, That the Tryal should be whether the Deed produced by the Appellant *Charles Robinson* be that Grant and that Deed, was to be produced at the Tryal.

That the said Tryal was not Granted at the Respondent's Request; nor does he endeavour to Defeat the Mortgages; but by his Bill, Prayed to have the Arrears of the Annuity apply'd to Discharge the same.

But the Design of the Appeal, is to Weary out the Respondent, and to compel him to pay Interest for the whole Mortgage-Money, from the Lending thereof, as if it were really the Appellants Money; when as the same was *Angell's* Money, and the Appellants Names used only by, and in Trust for him, as is proved in the Cause.

And to the End, That what Order shall be made by this Honourable House, may not be Binding to *Angell*; the Appellants have not thought fit to make him a Party to their Appeal.

Wherefore, The Respondent humbly Hopes that the said Appeal shall be dismissed with Costs.

Sam. Dodd.